

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW MEXICO**

Mustafa Awad,

Plaintiff,

v.

LIBERTY ENERGY INC.,

Defendant.

Civil Action No.

**PLAINTIFF’S ORIGINAL COMPLAINT
AND JURY DEMAND**

Plaintiff Mustafa Awad brings this action complaining of Defendant Liberty Energy Inc. and would respectfully show the following:

INTRODUCTION

Mr. Awad’s claims against Liberty Energy Inc. arise under New Mexico law to recover damages for the personal injuries sustained by Mr. Awad while he was transporting sandbox cargoes by tractor-trailer for Defendant Liberty Energy Inc. in New Mexico.

PARTIES

1. Plaintiff is a citizen and resident of the State of Minnesota.
2. Defendant Liberty Energy Inc. is a foreign corporation doing business in the State of New Mexico. Liberty Energy Inc. may be served by serving its registered agent, **CORPORATION SERVICE COMPANY 732 E. Michigan Dr., Suite 500, Hobbs, NM 88240.**

JURISDICTION AND VENUE

3. This Court has jurisdiction pursuant to 28 U.S.C. § 1332. There is diversity of

citizenship between Mr. Awad and Defendant, and the amount in controversy based on Mr. Awad's damages exceeds \$75,000.

4. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391(b), as a substantial part of the events or omissions giving rise to the claim occurred in the District of New Mexico.

FACTUAL BACKGROUND

5. Mr. Awad brings this claim under New Mexico law to collect a legal debt and damages due and owing Mr. Awad due to the negligence of Liberty Energy Inc. directly contributing to serious injuries to Mr. Awad on or about September 11, 2024.

6. On or about this date, Mr. Awad was working as a tractor-trailer driver tasked with delivering a load of full sandboxes to Liberty Energy Inc.'s oil and gas facility in or near Hobbs, New Mexico, and leaving the facility with a cargo of empty sandboxes. Upon Mr. Awad's arrival at Liberty Energy Inc.'s facility that day, Liberty Energy Inc. did not allow Mr. Awad to personally unload his arriving cargo and load and secure his departing cargo of empty sandboxes. Instead, his load of full sandboxes was swapped onto his trailer for a load of empty sand boxes by an employee, agent, or servant of Liberty Energy Inc. using a forklift, as portrayed in the image from Liberty's website below:



7. Upon the completion of this process, Mr. Awad was informed that the load of empty sandboxes was packed and secured for him to exit the facility, and that Liberty Energy Inc.'s policies required delivery drivers to immediately exit the facility upon receiving a load of these empty sandboxes from Liberty Energy Inc.

8. Based on Liberty Energy Inc.'s communicated policies and assurances that the empty sandboxes were loaded and secured for moving, Mr. Awad proceeded to exit the facility with the cargo of empty sandboxes to look for a site outside of Liberty Energy Inc.'s facility to further confirm that Liberty Energy Inc. had properly loaded and secured the cargo.

9. Mr. Awad found a location to do so after leaving Liberty Energy Inc.'s facility. Upon Mr. Awad accessing the cargo, an improperly loaded and unsecured sandbox placed by Liberty Energy Inc. fell, crushing Mr. Awad's left hand and amputating

much of Mr. Awad's left thumb.¹ Mr. Awad proceeded to bleed profusely from his hand and was in immediate agonizing pain. With no good options due to the remoteness of where he was and in dire need of medical attention, Mr. Awad was eventually able to return himself to the Liberty Energy Inc. facility to seek medical assistance.

10. Mr. Awad was met with little immediate help, as those at the facility lacked adequate medical supplies and training to give Mr. Awad proper attention. Eventually, local EMTs were called and Mr. Awad made it to a nearby medical facility some hours after his initial injury. After receiving initial treatment there, Mr. Awad was airlifted to a hospital in Midland, Texas where he received surgery. Nevertheless, because of this incident, Mr. Awad suffered serious and debilitating injuries to his left hand generally and he has lost his left thumb.

11. Mr. Awad has suffered additional damages and injuries as well, including but not limited to mental anguish and pain and suffering, and significant negative impacts on his career and earning capacity, as he has been able to return to his prior work as a result of his injuries.

12. Liberty Energy Inc. by and through their employees, agents, servants, representatives, and officers, was negligent in creating the dangerous conditions that proximately resulted in Mr. Awad's injuries.

COUNT ONE—NEGLIGENCE

13. Mr. Awad avers that at the time of his injuries, he was an able-bodied

¹ A photograph taken by Mr. Awad in the immediate aftermath of his injury with his amputated thumb is attached as Ex. A to this Complaint. **Mr. Awad's counsel provides the warning that the photo is graphic.**

working man and that as a direct cause of Liberty Energy Inc.'s negligence on or about September 11, 2024, Mr. Awad sustained severe and debilitating injuries to his left hand, for which he demands full recovery.

14. Mr. Awad further avers that Liberty Energy Inc., through its employees, agents, servants, and employees negligently and carelessly proximately causing and/or contributing to the aforementioned injuries, in whole or in part. More specifically, Liberty Energy Inc.'s negligence includes the following acts and omissions:

- a. Improperly loading the cargo on to Mr. Awad's trailer;
- b. Failing to properly secure the cargo on Mr. Awad's trailer upon loading;
- c. Failing to train and supervise those at Liberty Energy Inc.'s facility charged with loading cargoes.
- d. Failing to render aid upon Mr. Awad presenting with injuries as a result of Liberty Energy Inc.'s negligence.

15. Liberty Energy Inc. had a duty to Mr. Awad to exercise reasonable care to avoid injuring him and others. Further, Liberty Energy Inc. had a duty to Mr. Awad to act with reasonable care in the loading and securing of the cargo on his trailer due to its undertaking of that process.

16. As a result of Liberty Energy Inc.'s negligence, Mr. Awad suffered serious emotional and physical injuries.

DAMAGES

17. Mr. Awad sustained severe and permanent physical injuries to his left hand due to the aforementioned negligent acts and omissions of Liberty Energy, Inc. He has also suffered significant mental trauma and anguish as a result of this experience, and the lasting

effects it has had on Mr. Awad's physical health and career. Mr. Awad's injuries will have a serious effect on his health and well-being for the rest of his life. Mr. Awad further states that insofar as he was aware, prior to September 11, 2024, he was a person of sound and robust health and physical strength. Thus, Mr. Awad would show that due to his injuries, he has suffered permanent physical and mental impairment.

18. As a result of Defendant's negligence, Mr. Awad's injuries have resulted in the following damages:

- a. Physical pain and suffering in the past and future;
- b. Mental anguish in the past and future;
- c. Lost earnings and benefits in the past;
- d. Loss of future wage-earning capacity;
- e. Physical impairment or disability in the past and future;
- f. Medical expenses in the past and future;
- g. Disfigurement in the past and future; and
- h. Loss of enjoyment of life in the past and future.

19. Mr. Awad would additionally say and show that he is entitled to recovery of pre-judgment interest in accordance with law and equity as part of his damages herein, and Mr. Awad here and now specifically sues for recovery of pre-judgment interest from the date of the incident made the basis of this suit until the date of the judgment herein, as provided by law and equity, under the applicable provisions of the laws of the State of New Mexico and the United States of America.

20. Further, the acts and/or omissions of Liberty Energy Inc. described reflect a

culpable mental state of wanton and reckless disregard for the high probability that individuals like Mr. Awad would be injured. As a result, punitive damages are warranted against Liberty Energy Inc.

DEMAND FOR JURY TRIAL

13. Pursuant to the Seventh Amendment and Fed. R. Civ. P. 38, Mr. Awad demands a trial by jury of all triable issues in this case.

PRAYER

WHEREFORE, PREMISES CONSIDERED, Mr. Awad prays that he has judgment against Defendant Liberty Energy Inc. in a total sum more than the minimum jurisdictional limits of this Court, plus post-judgment interest, all costs of Court, and for such other and further relief, both legal and equitable, to which he may show himself justly entitled.

Respectfully submitted,

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